

SUBORDINATION, NON-DISTURBANCE,
ATTORNEY AND ESTOPPEL AGREEMENT

THIS AGREEMENT is made as of this 20 day of July, 2002, by and between **BATH SAVINGS INSTITUTION**, a Maine banking institution with a mailing address of P.O. Box 548, 105 Front Street, Bath, Maine 04530-0548 (the "Bank") and **THE GAGE COMPANY d/b/a REDLON & JOHNSON**, with a mailing address of 172 St. John Street, Portland, Maine 04104 (the "Tenant").

WHEREAS, the Bank is the holder of a certain Mortgage and Security Agreement (the "Mortgage") upon the land and buildings owned by The Hyde School (the "Landlord") situated on or about 9 Redlon Road in the City of Bath, County of Sagadahoc and State of Maine, and being more particularly described on **EXHIBIT A** attached hereto and made a part hereof;

WHEREAS, the Tenant is the tenant under a certain lease (the "Lease") with the Landlord, dated as of July 20, 2002, for certain premises (the "Premises") which are part of the land and buildings described in the Mortgage, all as more fully described in the Lease;

WHEREAS, the Lease has been assigned to the Bank by the Landlord as security for the payment by Landlord of a certain Promissory Note, dated July 20, 2002, from Landlord to Bank, and in connection with said Note, the Bank will rely on the representations of the Tenant set forth herein as to the status of the Lease;

WHEREAS, the Bank has requested that the Lease be made subject and subordinate to the Mortgage and the Tenant is willing to make the Lease subject and subordinate to the Mortgage upon the terms and conditions set forth herein;

WHEREAS, the Bank wishes the Tenant to attorn to and recognize the Bank as landlord under the Lease in the event of foreclosure of the Mortgage, and recognition of the Tenant by the Mortgage under the terms of the Lease and subject to the terms of the Mortgage,

NOW THEREFORE, in consideration of the premises and of one dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

A. The Tenant hereby certifies and represents to the Bank as follows:

1. The Lease constitutes the entire agreement between the parties thereto and has not been modified or amended and the undersigned is liable thereon;
2. The Lease is in full force and effect, and the Landlord has fulfilled all of its obligations, covenants and warranties under the Lease to date and is not in default in any manner;
3. The Tenant has no defenses, offsets, credits or other counterclaims to its

obligations under the Lease;

4. Tenant shall pay any and all rental payments under the Lease to the Landlord at the address provided in the Lease, until such time as the Bank notifies the Tenant otherwise, and thereafter shall make such rental payments in accordance with the Bank's instructions;

5. Except as otherwise permitted by the Lease, the Tenant agrees not to amend, cancel or assign the Lease or to sublease without prior written consent of the Bank, which consent the Bank will not unreasonably withhold or delay;

6. Tenant agrees to give to the Bank written notice of any default of the Landlord under the Lease, and the Bank is hereby given the right, at the election of the Bank, to cure any such defaults of the Landlord;

7. The person executing this Agreement is duly authorized and empowered in all respects to do so on behalf of the Tenant; and

8. Tenant agrees not to prepay rent due under the Lease more than ten (10) days in advance of the due date of such rent.

B. The Mortgagee agrees that it will not name the Tenant in any foreclosure action involving the Mortgaged Premises, and in the event of a foreclosure, foreclosure sale, deed in lieu of foreclosure, or other action taken by Mortgagee, or anyone claiming by , through or under Mortgagee, neither the Lease, nor the rights of Tenant under the Lease, nor the rights of any subtenant or other party claiming under Tenant, shall be disturbed or affected, but shall continue in full force and effect, subject, however, to the provisions of the Lease concerning the Tenant's defaults.

C. The Lease is hereby made subject and subordinate to the Mortgage insofar as it affects the real property of which the Premises forms a part and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured by the Mortgage and interest thereon and any other sums secured hereby.

D. In the event the Bank takes possession of the Premises or commences foreclosure of its Mortgage, or should the Bank or any subsidiary thereof take a deed in lieu of such foreclosure, the Bank agrees that Tenant shall continue its occupancy of its premises in accordance with the terms and provisions of the Lease, so long as Tenant shall then recognize the Bank as said Landlord and shall continue to pay rent when due to the Bank and otherwise punctually perform all of the Tenant's obligations thereunder.

E. In the event that the Bank shall succeed to the interest of the Landlord in the Premises through foreclosure or otherwise, the Tenant will attorn to and recognize the Bank, its successors and assigns, as Landlord under the Lease, and the Bank shall accept such attornment.

F. In the event the Bank shall succeed to the interest of the Landlord and own the

Premises, the Bank agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant shall have the same remedies against the Bank for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Bank had not succeeded to the interest of the Landlord; provided however, that the Bank shall not be:

1. Liable for any act or omission of any prior landlord (including the Landlord); or
2. subject to any offsets or claims which the Tenant might have against any prior landlord (including the Landlord); or
3. bound by any rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
4. bound by any amendment or modifications of the Lease made without its written consent.

G. This Agreement shall bind and inure to the benefit of the Bank and the Tenant and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly caused these presents to be signed and sealed on the date first above written.

Witness

Witness

BATH SAVINGS INSTITUTION

By: Julie A. Wagoner
Geoffrey G. Gattis Julie A. Wagoner
Its: SE. Vice President

THE GAGE COMPANY

By: John C. Gage
Its: Vice President

STATE OF MAINE
COUNTY OF SAGADAHOC

Sept 20
July ___, 2002

Personally appeared the above named Geoffrey G. Gattis in his capacity as Senior Vice President of Bath Savings Institution and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Bath Savings Institution.

Aug 16 2002

Attorney at Law
GARY D. VOGEL

STATE OF MAINE
COUNTY OF SAGADAHOC

September 20, 2002

Personally appeared the above named Patrick Chute, **
Vice President of The Gage Company and acknowledged the foregoing instrument to be
his/her free act and deed and the free act and deed of The Gage Company.

Before me,

Notary Public
Print Name:

PATRICK CHUTE
Attorney at Law

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EXHIBIT A

Three certain lots or parcels of land, with the buildings thereon, located on Redlon Road in said Bath, more particularly described and bounded as follows:

PARCEL 1:

BEGINNING at a point on a road leading from Richardson Street into the Hyde Estate at a point fifty (50) feet north of a driveway leading to the barn;
 THENCE along said road leading around the front of the barn for a distance of seven hundred (700) feet to a point;
 THENCE in a westerly direction one hundred twenty-five (125) feet to a point;
 THENCE in a northerly direction five hundred fifty (550) feet to the point of beginning.

ALSO CONVEYING all rights relating to a permit or easement to connect the above described premises to a water system as more fully set forth in a tripartite agreement between Curtis & Greenlaw, Inc., Pine Tree Society for Crippled Children and Adults, Inc. and the Bath Water District, which agreement is dated April 22, 1964 and recorded in the Sagadahoc County Registry of Deeds, Book 336, Page 412, to which agreement and its record reference may be had for further details, subject to, however, the obligations, conditions and limitations as set forth in said agreement.

EXCEPTING from the above described premises all that property described in the Deed of Ten-Twenty Realty Company to Thomas T. Walsh, Inc. dated April 30, 1990 and recorded in the Sagadahoc County Registry of Deeds, Book 1006, Page 79.

Reference may be had to the Trustee's Deed of Pauline B. Redlon to Ten-Twenty Realty Company dated September 22, 1983 and recorded in the Sagadahoc County Registry of Deeds, Book 643, Page 343.

PARCEL II:

All land described in the deed of First Full Gospel Assembly of Bath, Inc. to Thomas T. Walsh, Inc. dated January 3, 1977 and recorded in the Sagadahoc County Registry of Deeds, Book 468, Page 128 that is, or may be, located SOUTHEASTERLY and NORTHEASTERLY of the following described line:

BEGINNING at the top of a 3/4 ± inch pipe found at the southwesterly corner of land conveyed to Joseph M. McKenna and Dorothy J. McKenna by deed from said First Full Gospel Assembly of Bath, Inc. recorded on November 19, 1976 in said Registry of Deeds in Book 448, Page 229, as shown on a plan entitled "Property Surveyed for Thomas T. Walsh, Inc." by Sagadahoc Land Surveying Service dated June 13, 1977 and recorded in said Registry in Plan Book 12, Page 97, said pipe being located S 70°13'10" W at a distance of 142.91 feet from the westerly side of Redlon Road as shown on a plan entitled "Standard Boundary Survey, Hyde School Property" by Sagadahoc Land Surveying Service, Sheet 1 of 2, dated May 15, 1987;
 THENCE S 70°13'10" W a distance of 58.57 feet to the bottom of a 1"± iron pipe found;

THENCE S 54° 00' 20" W a distance of 367.08 feet to a survey pin set at the intersection of this course and a line located 10 feet westerly from and parallel to the most westerly side of the foundation of the warehouse located on the land of said Ten-Twenty Realty Company (as measured perpendicular), said pin also being located about N 52° 00' W, at a distance of 17.4 feet, from the northwesterly corner of said warehouse foundation;

THENCE S 16° 53' 30" E parallel to said westerly side of said warehouse foundation to the northerly line of one of the parcels of land conveyed to the Hyde School by deed of Pine Tree Society for Crippled Children and Adults, Inc. dated September 7, 1967 and recorded in the said Registry of Deeds in Book 357, Page 707, said Hyde School line being the 235 foot line in the second parcel described in a deed from E. Beatrice Cummings to Robert W. Donnell and Evelyn G. Donnell dated May 13, 1947 and recorded in the said Registry of Deeds in Book 251, Page 49.

Bearings are magnetic 1977 and based upon a plan of said "Thomas T. Walsh, Inc." recorded in the Sagadahoc County Registry of Deeds, Plan Book 12, Page 97 (specifically the two iron pipes first mentioned herein located 58.57 feet apart). The survey pin set is 5/8 in. rebar topped with a yellow plastic cap reading "B. Van Note - RLS #1283." The above description is based upon a survey by Maineland Services, Inc. of Brunswick, Maine, Bruce A. Van Note, President.

Reference may be had to the Quit Claim Deed without Covenant of Thomas T. Walsh, Inc. to Ten-Twenty Realty Company dated April 30, 1990 and recorded in the Sagadahoc County Registry of Deeds, Book 1006, Page 82.

PARCEL III:

Beginning AT A POINT ON THE NORTHERLY SIDELINE OF A CERTAIN PRIVATE WAY LEADING IN A GENERALLY SOUTHWESTERLY DIRECTION FROM Redlon Road into property of Hyde School, said point being located S 23° 15' 50" W a distance of 77.5 feet from the southwesterly corner of the foundation of the warehouse located on the land of Ten-Twenty Realty Company;

THENCE running N 16° 53' 30" W parallel to said westerly side of said warehouse foundation, and maintaining a distance of 50 feet from said foundation as extended, to land now or formerly of Thomas T. Walsh, Inc. to the westerly sideline of property of Ten-Twenty Realty Company, as described in the Trustee's Deed of Pauline B. Redlon to Ten-Twenty Realty Company dated September 22, 1983 and recorded in the Sagadahoc County Registry of Deeds, Book 643, Page 343;

THENCE running in a generally southerly direction along the westerly sideline of said property of Ten-Twenty Realty Company to the northerly sideline of said private way;

THENCE running in a generally southerly direction along the westerly sideline of said property of Ten-Twenty Realty Company to the northerly sideline of said private way;

THENCE running in a generally southwesterly direction along the northerly sideline of said way to the point of beginning.

Reference may be had to the Quit Claim Deed of Hyde School to Ten-Twenty Realty Co. dated June 4, 1993 and recorded in the Sagadahoc County Registry of Deeds, Book 1229, Page 112.

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SAGADAHOC COUNTY
Barbara J. Trott
Register of Deeds